

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY**

1700 East Golf Road  
Schaumburg, Illinois 60173-5860



Direct Dial: (708) 995-6819  
Facsimile: (708) 995-6846

PLEASE STAMP AND RETURN TO SANTA FE

0100424037

October 18, 1994

VIA FEDERAL EXPRESS

Mr. Vernon Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 7560-M FILED 1025  
NOV - 7 1994 - 11:15 AM  
INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

NOV 7 11 17 AM '94

RECEIVED  
OFFICE OF THE  
SECRETARY

Re: Termination and Release dated as of July 1, 1989  
The Atchison, Topeka and Santa Fe Railway Company  
Equipment Trust Agreement, Series I, dated July 1, 1974

Dear Mr. Williams:

Enclosed herewith please find an original and five (5) counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Termination and Release dated as of July 1, 1989, a secondary document. The primary document to which this document is connected is The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series I, dated July 1, 1974, as supplemented, which is recorded under Recordation No. 7560.

The name and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, IL 60690

• The equipment covered by Equipment Trust Agreement, Series I, is described on Schedule A attached hereto and made a part hereof.

For the convenience of the parties, I have enclosed five (5) additional counterparts of the Equipment Trust Agreement, which I would like to have returned to me bearing the recordation information. In addition, please find a pre-addressed, stamped envelope for the convenience of returning the counterparts to Santa Fe.

Enclosed please find Check No. 4280, dated October 31, 1994 for the amount of \$21.00 for payment of the Commission's prescribed recordation fee.

A short summary of the enclosed document to appear in the Commission's Index is:

Termination and Release, dated as of July 1, 1989 which terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series I, dated as of July 1, 1974, and provides for, and by appended Bill of Sale effects, the transfer of the title to all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

If you have any questions or comments concerning this request, please do not hesitate to contact me.

Very truly yours,



Craig N. Smetko  
General Attorney

CNS/cns  
Enclosures

lwcorp\wp\cns\corr94\1018.ls

# Interstate Commerce Commission

Washington, D.C. 20423

11/7/94

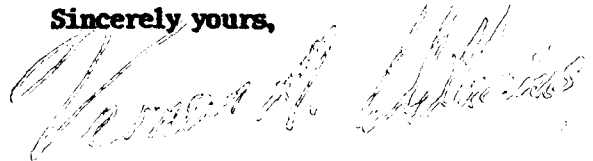
OFFICE OF THE SECRETARY

Craig N. Smetko-General Attorney  
The Atchison, Topeka And Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/7/94 at 11:25AM, and assigned recordation number(s). 7560-M and 7744-Q.

Sincerely yours,



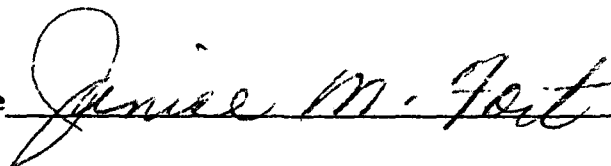
Vernon A. Williams  
Secretary

Enclosure(s)

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(0100424037)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



EQUIPMENT TRUST, SERIES I  
DATED JULY 1, 1974

7560-M

Termination and Release

This AGREEMENT is made and entered into as of this 1st day of July, 1989, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series I, dated as of July 1, 1974, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about July 1, 1989, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the Company or

any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company

when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after July 1, 1995 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of July 1, 1989 except as to such terms and provisions thereof for which continuation after July 1, 1989 is necessary to give effect thereto.

5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of July 1, 1989, the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

6. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.


IN WITNESS WHEREOF, the Parties hereto have caused this

Agreement to be executed by their respective officers thereunto  
duly authorized and their respective corporate seals to be hereunto  
affixed as of the day first above written.

ATTEST

  
\_\_\_\_\_  
Assistant Secretary

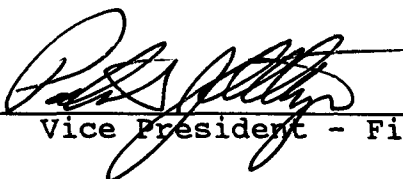
THE HARRIS TRUST AND SAVINGS BANK  
as Trustee, as aforesaid

  
\_\_\_\_\_  
Vice President

ATTEST

  
\_\_\_\_\_  
Assistant Secretary

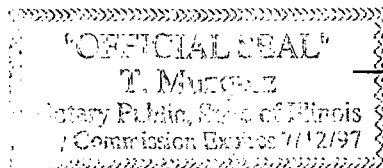
THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

By   
\_\_\_\_\_  
Vice President - Finance

STATE OF ILLINOIS     )  
                              )   SS  
COUNTY OF COOK        )

On this 27th day of October, 1994, before me personally appeared J. BARTOLINI, to me personally known, who, being by me duly sworn, says that he/she is Vice President of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]



T. Muzzey  
Notary Public

STATE OF ILLINOIS     )  
                              )   SS  
COUNTY OF COOK        )

On this 28th day of October, 1994, before me personally appeared Patrick J. Ottensmeyer, to me personally known, who, being by me duly sworn, says that he/she is Vice President - Finance of The Atchison, Topeka and Santa Fe Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Bonnie Remley  
Notary Public



EQUIPMENT TRUST, SERIES I,  
Dated July 1, 1974

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
500	52'6" 70-ton Insulated Box Cars with roller bearing trucks; Pacific Car and Foundry Company, Builder; Nos. 324300 to 324799, both inclusive	\$32,300	\$16,150,000
100	50'6" 100-ton Hi-Cube Box Cars with roller bearing trucks; Pullman Incorporated (Pullman-Standard Division), Builder; Nos. 45900 to 45999, both inclusive	\$31,300	\$3,130,000
125	20,800 gal. capacity 70-ton Tank Cars; Richmond Tank Company, Builder; Nos. 98400 to 98524, both inclusive	\$20,000	\$2,500,000
200	50'6" 100-ton Box Cars with roller bearing trucks; ACF Industries, Builder; Nos. 501500 to 501699, both inclusive	\$26,000	\$5,200,000
22	50' 100-ton Hi-Roof Box Cars with roller bearing trucks; Pullman Incorporated (Pullman-Standard Division), Builder; Nos. 37540 to 37561, both inclusive	\$53,000	\$1,166,000
35	60' 100-ton Insulated Box Cars with roller bearing trucks; Pacific Car Foundry Company, Builder; Nos. 625325 to 625359, both inclusive	\$40,800	\$1,428,000
160	89'4" 55-ton Snapac Flat Cars with roller bearing trucks; Whitehead + Kales Company, Builder; Nos. 70000 to 700159, both inclusive	\$52,800	\$8,448,000

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
11	Model U-36-C Diesel Electric Locomotives; General Electric Company, Builder; Nos. 8763 to 8773, both inclusive	\$406,000	\$4,466,000
400	89'4" 70-ton Flat Cars with roller bearing trucks; Bethlehem Steel Corporation, Builder; Nos. 90030 to 90033, 90035, 90037, 291513, 291543, 291557, 291631, 291803, 291818, 296178 to 296219, 296221 to 296233, 296235 to 296567, all inclusive	\$30,000	\$12,000,000
20	4180 cu. ft. capacity "Air-slide" Covered Hopper Cars with roller bearing trucks (Class Ga-194); General American Transportation Corporation, Builder; Nos. 310555 to 310574, both inclusive	\$38,000	\$760,000
5	50-ton Cabooses with roller bearing trucks (Class Ce-8); International Car Company, Builder; Nos. 999738 to 999742, both inclusive	\$51,073	\$255,
11	100-ton Cement Hopper Cars; Greenville Steel Car Company, Builder; Nos. 350300 to 350310, both inclusive	\$37,650	\$414,150
8	Enclosed Tri-Level Auto Racks (TL-10), Thrall Car Manufacturing Company, Builder; Nos. 1903 to 1910, both inclusive	\$35,072	\$280,576
1	Enclosed Tri-Level Auto Rack (TL-11), Thrall Car Manufacturing Company, Builder; No. 2021	\$35,433	\$35,433
30	Enclosed Tri-Level Auto Racks (TL-12), Thrall Car Manufacturing Company, Builder; Nos. 2129 to 2158, both inclusive	\$32,443	\$973,290

<u>Quantity</u>	<u>Type</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
50	Enclosed Bi-Level Auto Racks (BL-6), Thrall Car Manufacturing Company, Builder; Nos. 2159 to 2208, both inclusive	\$25,416	\$1,270,800
12	52' 6" 100-Ton, Solid Bottom, 4' Side Gondola Cars; Pittsburgh and Lake Erie Railroad; Nos. 68069 to 68080, both inclusive	\$18,000	\$ 216
3	Enclosed Bi-Level Auto Rack with End Doors (BL-8), Nos. 2362, 2364, 2403	\$24,965	<u>\$74,895</u>
<hr/>			
1,693	Total Units		<u>\$58,768,509</u>

10/1/88  
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## BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series I, dated as of July 1, 1974 (The "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto (and any and all other Trust Equipment which may exist), AS IS AND WHERE IS.

TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.


And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunder duly authorized and its corporate seal to be hereunto affixed as of this 1st day of July, 1989.

THE HARRIS TRUST AND SAVINGS BANK  
as Trustee, as aforesaid

ATTEST

  
\_\_\_\_\_  
Assistant Secretary

  
\_\_\_\_\_  
Vice President

EQUIPMENT TRUST, SERIES I,  
Dated July 1, 1974

SCHEDULE A

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